

Amendment under 37 C.F.R. § 1.111
U.S. Application No. 09/840,825

REMARKS

Claims 1-15 have been examined. Claims 7, 8, 13 and 15 have been rejected under 35 U.S.C. § 101, and claims 1-15 have been rejected under 35 U.S.C. § 103(a).

I. Rejections under 35 U.S.C. § 101

The Examiner has rejected claims 7, 8, 13 and 15 under 35 U.S.C. § 101. Applicant submits that amended claims 7, 8, 13 and 15 fully comply with the requirements under 35 U.S.C. § 101.

II. Rejections under 35 U.S.C. § 103(a) in view of U.S. Patent No. 6,401,080 to Bigus et al. ("Bigus") and Reference U on current PTO-892 form ("Reference U")

The Examiner has rejected claims 1-3, 5-8, 10, 11, 14 and 15 under 35 U.S.C. § 103(a) as allegedly being unpatentable over Bigus and Reference U.

A. Claim 1

Claim 1 recites that a supplier terminal charges a commission fee to a user operating a user terminal, upon receiving an application for purchasing a product. A potential purchase price of the product is then determined and sent to the user terminal. In other words, the commission fee is charged to the user terminal before the user actually purchases a product or is even able to view a determined purchase price of the product.

The Examiner acknowledges that Bigus fails to disclose the above feature, but contends that Reference U does. Reference U relates to the interaction between real estate agents and

new-home builders. Reference U discusses the well-known fact that real estate agents receive a commission from an actual sale of a property or new home construction.

The Examiner maintains that it would have been obvious to combine the teachings of Reference U and Bigus to “provide the agent or agent provider with a monetary incentive....for completing negotiations with a potential purchaser.” (pg. 5 of Office Action). Applicant respectfully traverses this assertion. For example, Bigus already teaches that profits for the buying or selling agent are factored into the predetermined range of prices sent to the user terminal. In column 12, lines 36-41, the reference discloses that the range of asked prices would not decrease so low as to not provide the “required profit” for the selling agent. In regard to buying agents, the cited portion of Bigus discloses that the price would never exceed a price that would not provide the required profit for the buying agent. Thus, the agents of Bigus are already provided with a “monetary incentive,” in that their prices already include a required profit. Applicant submits that in view of such teaching, one skilled in the art would not be motivated to modify Bigus with the teachings of Reference U in the manner set forth by the Examiner.

In addition to the comments set forth above, Applicant submits that real estate agents receive a commission upon the actual *close* of a sale. In other words, the commission is based off of an actual sale of a home or the new-home construction. Thus, even if Applicant assumed *arguendo* that Bigus failed to disclose the built-in profit discussed above, the alleged combination of Bigus and reference U would still fail to teach or suggest the claimed feature. For example, as set forth in the claim, the commission is charged before the actual sale of the

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product, which is contrary to the commission discussed in Reference U and standard in the real estate profession.

At least based on the foregoing, Applicant submits that the cited references fail to teach or suggest the features of claim 1. Accordingly, Applicant respectfully requests the Examiner to reconsider and withdraw the rejection of claim 1.

B. Claims 2, 3, 10 and 11

Since claims 2, 3, 10 and 11 are dependent upon claim 1, Applicant submits that such claims are patentable at least by virtue of their dependency.

C. Claims 5 and 7

Since claims 5 and 7 contain features that are analogous to the features of claim 1 discussed above, Applicant submits that claims 5 and 7 are patentable for at least analogous reasons as claim 1.

D. Claims 6, 8, 14 and 15

Since claims 6, 8, 14 and 15 are dependent upon one of claims 5 or 7, Applicant submits that such claims are patentable at least by virtue of their dependency.

III. Rejections under 35 U.S.C. § 103(a) in view of Bigus, Reference U and U.S. Patent No. 6,161,099 to Harrington et al. ("Harrington")

The Examiner has rejected claims 4, 9, 12 and 13 under 35 U.S.C. § 103(a) as allegedly being unpatentable over Bigus, Reference U and Harrington. However, since claims 4, 9, 12 and

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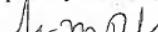
13 are dependent upon one of claims 1, 5 or 7 and Harrington fails to cure the deficient teachings of Bigus and Reference U, in regard to claims 1, 5 and 7, Applicant submits that claims 4, 9, 12 and 13 are patentable at least by virtue of their dependency.

IV. Conclusion

In view of the above, reconsideration and allowance of this application are now believed to be in order, and such actions are hereby solicited. If any points remain in issue which the Examiner feels may be best resolved through a personal or telephone interview, the Examiner is kindly requested to contact the undersigned at the telephone number listed below.

The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 19-4880. Please also credit any overpayments to said Deposit Account.

Respectfully submitted,



Alison M. Tulino
Registration No. 48,294

SUGHRUE MION, PLLC
Telephone: (202) 293-7060
Facsimile: (202) 293-7860

WASHINGTON OFFICE

23373

CUSTOMER NUMBER

Date: November 1, 2006